

1  
2  
3  
4  
5  
6  
7                   **UNITED STATES DISTRICT COURT**  
8                   **CENTRAL DISTRICT OF CALIFORNIA**

9                   ANGELA DIAZ, as an individual and  
10                  on behalf of all others similarly situated,

11                  Plaintiff,

12                  vs.

13                  YUMMI SUSHI, a California  
14                  corporation; GBC FOOD SERVICES,  
15                  LLC, a Texas limited liability company;  
16                  THEIN AUNG, an individual; KATIE  
17                  AUNG, an individual; and DOES 1  
18                  through 100, inclusive,

19                  Defendants.

Case No. 2:24-cv-10538-CAS-SK

[Assigned to Hon. Christina A. Synder  
for all Further Proceedings; Assigned  
to Hon. Steve Kim for any Discovery  
Matters]

**CLASS ACTION**

**STIPULATION AND  
PROTECTIVE ORDER**

State Court Action Filed: September  
24, 2024

Removal Filed: December 6, 2024

Trial Date: None Set

1        **1. PURPOSES AND LIMITATIONS**

2        Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public disclosure  
4 and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, Plaintiff Angela Diaz (“Plaintiff”) and Defendants GBC Food Services,  
6 LLC, Thein Aung, and Katie Aung (“Defendants”) (together, Plaintiff and Defendants,  
7 the “Parties”) hereby stipulate to and petition the Court to enter the following Stipulated  
8 Protective Order. The Parties acknowledge that this Order does not confer blanket  
9 protections on all disclosures or responses to discovery and that the protection it affords  
10 from public disclosure and use extends only to the limited information or items that are  
11 entitled to confidential treatment under the applicable legal principles.

12      **2. GOOD CAUSE STATEMENT**

13      This action is likely to involve third party information and other valuable  
14 development, commercial, financial, technical and/or proprietary information for which  
15 special protection from public disclosure and from use for any purpose other than  
16 prosecution of this action is warranted. Such confidential and proprietary materials and  
17 information consist of, among other things, confidential business or financial  
18 information, information regarding confidential business practices, or other confidential  
19 research, development, or commercial information (including information implicating  
20 privacy rights of third parties), information otherwise generally unavailable to the  
21 public, or which may be privileged or otherwise protected from disclosure under state  
22 or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite  
23 the flow of information, to facilitate the prompt resolution of disputes over  
24 confidentiality of discovery materials, to adequately protect information the Parties are  
25 entitled to keep confidential, to ensure that the Parties are permitted reasonable  
26 necessary uses of such material in preparation for and in the conduct of trial, to address  
27 their handling at the end of the litigation, and serve the ends of justice, a protective order  
28 for such information is justified in this matter. It is the intent of the Parties that

1 information will not be designated as confidential for tactical reasons and that nothing  
2 be so designated without a good faith belief that it has been maintained in a confidential,  
3 non-public manner, and there is good cause why it should not be part of the public  
4 record of this case.

5       3.     ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

6       The Parties further acknowledge, as set forth in Section 22, below, that this  
7 Stipulated Protective Order does not entitle them to file confidential information under  
8 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the  
9 standards that will be applied when a party seeks permission from the court to file  
10 material under seal.

11      There is a strong presumption that the public has a right of access to judicial  
12 proceedings and records in civil cases. In connection with non-dispositive motions,  
13 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
*County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors*  
*Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics, Inc.*,  
15 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good  
16 cause showing), and a specific showing of good cause or compelling reasons with  
17 proper evidentiary support and legal justification, must be made with respect to  
18 Protected Material that a party seeks to file under seal. The Parties' mere designation of  
19 Disclosure or Discovery Material as Confidential or Highly Confidential does not—  
20 without the submission of competent evidence by declaration, establishing that the  
21 material sought to be filed under seal qualifies as confidential, privileged, or otherwise  
22 protectable—constitute good cause.  
23

24      Further, if a party requests sealing related to a dispositive motion or trial, then  
25 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
26 sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos*  
*v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type  
27 of information, document, or thing sought to be filed or introduced under seal in

1 connection with a dispositive motion or trial, the party seeking protection must  
2 articulate compelling reasons, supported by specific facts and legal justification, for the  
3 requested sealing order. Again, competent evidence supporting the application to file  
4 documents under seal must be provided by declaration.

5 Any document that is not confidential, privileged, or otherwise protectable in its  
6 entirety will not be filed under seal if the confidential portions can be redacted. If  
7 documents can be redacted, then a redacted version for public viewing, omitting only  
8 the confidential, privileged, or otherwise protectable portions of the document, shall be  
9 filed. Any application that seeks to file documents under seal in their entirety should  
10 include an explanation of why redaction is not feasible.

11 4. In this Stipulation and Protective Order, the words set forth below shall have  
12 the following meanings:

13 a. “Proceeding” means the above-entitled proceeding, United States  
14 District Court, Central District of California, Case No. 2:24-cv-10538-  
15 CAS-SK .

16 b. “Court” means the Hon. Christina A. Snyder, or any other judge to  
17 which this Proceeding may be assigned, including Court staff  
18 participating in such proceedings.

19 c. “Confidential” means any Documents, Testimony, or Information  
20 which is in the possession of a Designating Party who believes in good  
21 faith that such Documents, Testimony, or Information is entitled to  
22 confidential treatment under applicable law.

23 d. “Confidential Materials” means any Documents, Testimony,  
24 Information or tangible things that qualify for protection under Federal  
25 Rule of Civil Procedure 26(c), and as specified above in the Good  
26 Cause Statement.

27 e. “Highly Confidential” means any information which belongs to a  
28 Designating Party who believes in good faith that the Disclosure of such

1 information to another Party or non-Party would create a substantial  
2 risk of serious financial or other injury that cannot be avoided by less  
3 restrictive means.

- 4 f. “Highly Confidential Materials” means any Documents, Testimony, or  
5 Information, as defined below, designated as “Highly Confidential”  
6 pursuant to the provisions of this Stipulation and Protective Order.  
7 g. “Designating Party” means the Party that designates Documents,  
8 Testimony, or Information, as defined below, as “Confidential” or  
9 “Highly Confidential.”  
10 h. “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge,  
11 give, or make available Materials, or any part thereof, or any  
12 information contained therein.  
13 i. “Documents” means all items or information, regardless of the medium  
14 or manner in which it is generated, stored, or maintained (including,  
15 among other things, testimony, transcripts, and tangible things), that are  
16 produced or generated in disclosures or responses to discovery in this  
17 matter.  
18 j. “Information” means the content of Documents or Testimony.  
19 k. “Testimony” means all depositions, declarations, or other testimony  
20 taken or used in this Proceeding.

21 5. The Designating Party shall have the right to designate as “Highly  
22 Confidential” only the non-public Documents, Testimony, or Information that the  
23 Designating Party in good faith believes would create a substantial risk of serious  
24 financial or other injury, if Disclosed to another Party or non-Party, and that such risk  
25 cannot be avoided by less restrictive means.

26 6. The entry of this Stipulation and Protective Order does not alter, waive,  
27 modify, or abridge any right, privilege or protection otherwise available to any Party  
28 with respect to the discovery of matters, including but not limited to any Party’s right

1 to assert the attorney-client privilege, the attorney work product doctrine, or other  
2 privileges, or any Party's right to contest any such assertion.

3      7. Any Documents, Testimony, or Information to be designated as  
4 “Confidential” or “Highly Confidential” must be clearly so designated before the  
5 Document, Testimony, or Information is Disclosed or produced. The parties may agree  
6 that a case name and number are to be part of the “Highly Confidential” designation.  
7 The “Confidential” or “Highly Confidential” designation should not obscure or interfere  
8 with the legibility of the designated Information.

9            a. For Documents (apart from transcripts of depositions or other  
10 pretrial or trial proceedings), the Designating Party must affix the legend “Confidential”  
11 on each page of any Document containing such designated Confidential Material.

12            b. For Testimony given in depositions the Designating Party may  
13 either:

14                  i. identify on the record, before the close of the deposition, all  
15 “Confidential” or “Highly Confidential” Testimony, by specifying all portions of the  
16 Testimony that qualify as “Confidential” or “Highly Confidential;” or

17                  ii. designate the entirety of the Testimony at the deposition as  
18 “Confidential” or “Highly Confidential” (before the deposition is concluded) with the  
19 right to identify more specific portions of the Testimony as to which protection is  
20 sought within 30 days following receipt of the deposition transcript. In circumstances  
21 where portions of the deposition Testimony are designated for protection, the transcript  
22 pages containing “Confidential” or “Highly Confidential” Information may be  
23 separately bound by the court reporter, who must affix to the top of each page the  
24 legend “Confidential” or “Highly Confidential,” as instructed by the Designating Party.

25            c. For Information produced in some form other than Documents, and  
26 for any other tangible items, including, without limitation, compact discs or DVDs, the  
27 Designating Party must affix in a prominent place on the exterior of the container or  
28 containers in which the Information or item is stored the legend “Confidential” or

1 “Attorneys’ Eyes Only.” If only portions of the Information or item warrant protection,  
2 the Designating Party, to the extent practicable, shall identify the “Confidential” or  
3 “Attorneys’ Eyes Only” portions.

4       8. The inadvertent production by any of the undersigned Parties or non-  
5 Parties to the Proceedings of any Document, Testimony, or Information during  
6 discovery in this Proceeding without a “Confidential” or “Highly Confidential”  
7 designation, shall be without prejudice to any claim that such item is “Confidential” or  
8 “Highly Confidential” and such Party shall not be held to have waived any rights by  
9 such inadvertent production. In the event that any Document, Testimony, or  
10 Information that is subject to a “Confidential” or “Highly Confidential” designation is  
11 inadvertently produced without such designation, the Party that inadvertently produced  
12 the document shall give written notice of such inadvertent production within twenty  
13 (20) days of discovery of the inadvertent production, together with a further copy of  
14 the subject Document, Testimony, or Information designated as “Confidential” or  
15 “Highly Confidential” (the “Inadvertent Production Notice”). Upon receipt of such  
16 Inadvertent Production Notice, the Party that received the inadvertently produced  
17 Document, Testimony, or Information shall promptly destroy the inadvertently produced  
18 Document, Testimony, or Information and all copies thereof, or, at the  
19 expense of the producing Party, return such together with all copies of such Document,  
20 Testimony or Information to counsel for the producing Party and shall retain only the  
21 “Confidential” or “Highly Confidential” materials. Should the receiving Party choose  
22 to destroy such inadvertently produced Document, Testimony, or Information, the  
23 receiving Party shall notify the producing Party in writing of such destruction within  
24 ten (10) days of receipt of written notice of the inadvertent production.

25       9. When a Producing Party gives notice to Receiving Parties that certain  
26 inadvertently produced material is subject to a claim of privilege or other protection,  
27 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
28 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

1 may be established in an e-discovery order that provides for production without prior  
2 privilege review.

3       10. In the event that counsel for a Party receiving Documents, Testimony or  
4 Information in discovery designated as “Confidential” or “Highly Confidential”  
5 objects to such designation with respect to any or all of such items, said counsel shall  
6 initiate the dispute resolution process under Local Rule 37-1 et seq. Any challenge  
7 submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2. The  
8 burden of persuasion in any such challenge proceeding shall be on Designating Party.  
9 Frivolous challenges, and those made for an improper purpose (e.g., to harass or  
10 impose unnecessary expenses and burdens on other parties) may expose the  
11 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
12 the confidentiality designation, all parties shall continue to afford the material in  
13 question the level of protection to which it is entitled under the Producing Party’s  
14 designation until the Court rules on the challenge.

15       11. Access to and/or Disclosure of Confidential Materials shall be permitted  
16 only to the following persons or entities:

17           a. the Court;  
18           b. (1) Attorneys of record in the Proceeding and their affiliated  
19 attorneys, paralegals, clerical and secretarial staff employed by such attorneys who are  
20 actively involved in the Proceeding and are not employees of any Party; (2) In-house  
21 counsel to the undersigned Parties and the paralegal, clerical and secretarial staff  
22 employed by such counsel. Provided, however, that each non-lawyer given access to  
23 Confidential Materials shall be advised that such materials are being Disclosed  
24 pursuant to, and are subject to, the terms of this Stipulation and Protective Order and  
25 that they may not be Disclosed other than pursuant to its terms;

26           c. those officers, directors, partners, members, employees and agents  
27 of all non-designating Parties that counsel for such Parties deems necessary to aid  
28 counsel in the prosecution and defense of this Proceeding; provided, however, that

1 prior to the Disclosure of Confidential Materials to any such officer, director, partner,  
2 member, employee or agent, counsel for the Party making the Disclosure shall deliver  
3 a copy of this Stipulation and Protective Order to such person, shall explain that such  
4 person is bound to follow the terms of such Order, and shall secure the signature of  
5 such person on a statement in the form attached hereto as Exhibit A;

6 d. court reporters in this Proceeding (whether at depositions, hearings,  
7 or any other proceeding);

8 e. any deposition, trial or hearing witness in the Proceeding who  
9 previously has had access to the Confidential Materials, or who is currently or was  
10 previously an officer, director, partner, member, employee or agent of an entity that has  
11 had access to the Confidential Materials;

12 f. any deposition or non-trial hearing witness in the Proceeding who  
13 previously did not have access to the Confidential Materials; provided, however, that  
14 each such witness given access to Confidential Materials shall be advised that such  
15 materials are being Disclosed pursuant to, and are subject to, the terms of this  
16 Stipulation and Protective Order and they may not be Disclosed other than pursuant to  
17 its terms;

18 g. mock jury participants, provided, however, that prior to the  
19 Disclosure of Confidential Materials to any such mock jury participant, counsel for the  
20 Party making the Disclosure shall deliver a copy of this Stipulation and Protective Order  
21 to such person, shall explain that such person is bound to follow the terms of such Order,  
22 and shall secure the signature of such person on a statement in the form attached hereto  
23 as Exhibit A.

24 h. outside experts or expert consultants consulted by the undersigned  
25 Parties or their counsel in connection with the Proceeding, whether or not retained to  
26 testify at any oral hearing; provided, however, that prior to the Disclosure of  
27 Confidential Materials to any such expert or expert consultant, counsel for the Party  
28 making the Disclosure shall deliver a copy of this Stipulation and Protective Order to

1 such person, shall explain its terms to such person, and shall secure the signature of  
2 such person on a statement in the form attached hereto as Exhibit A. It shall be the  
3 obligation of counsel, upon learning of any breach or threatened breach of this  
4 Stipulation and Protective Order by any such expert or expert consultant, to promptly  
5 notify counsel for the Designating Party of such breach or threatened breach; and any  
6 other person that the Designating Party agrees to in writing.

7 12. Access to and/or Disclosure of Highly Confidential Materials shall be  
8 permitted only to the following persons or entities:

9 a. Trial Counsel for the Parties, their partners and associates, and staff  
10 and supporting personnel of such attorneys, such as paralegal assistants, secretarial,  
11 stenographic and clerical employees and contractors, and outside copying services,  
12 who are working on this Proceeding (or any further proceedings herein) under the  
13 direction of such attorneys and to whom it is necessary that the Highly Confidential  
14 Materials be Disclosed for purposes of this Proceeding. Such employees, assistants,  
15 contractors and agents to whom such access is permitted and/or Disclosure is made  
16 shall, prior to such access or Disclosure, be advised of, and become subject to, the  
17 provisions of this Protective Order. "Trial Counsel," for purposes of this Paragraph,  
18 shall mean outside retained counsel and shall not include in-house counsel to the  
19 undersigned Parties and the paralegal, clerical and secretarial staff employed by such  
20 in-house counsel;

21 b. outside experts or expert consultants consulted by the undersigned  
22 Parties or their counsel in connection with the Proceeding, whether or not retained to  
23 testify at any oral hearing; provided, however, that prior to the Disclosure of Highly  
24 Confidential Materials to any such expert or expert consultant, counsel for the Party  
25 making the Disclosure shall deliver a copy of this Stipulation and Protective Order to  
26 such person, shall explain its terms to such person, and shall secure the signature of  
27 such person on a statement in the form attached hereto as Exhibit A prior to the  
28 Disclosure of Highly Confidential Materials. It shall be the obligation of Trial Counsel,

1 upon learning of any breach or threatened breach of this Stipulation and Protective  
2 Order by any such expert or expert consultant, to promptly notify Trial Counsel for the  
3 Designating Party of such breach or threatened breach;

4           c. any person who authored, received, saw or was otherwise familiar  
5 with Documents, Testimony, or Information or thing designated "Highly  
6 Confidential," including any person otherwise familiar with the Highly Confidential  
7 Information contained therein, but only to the extent of that person's prior familiarity  
8 with the Highly Confidential Information; court reporters in this Proceeding (whether  
9 at depositions, hearings, or any other proceeding); and

10           d. the Court.

11           13. Confidential Materials and Highly Confidential Materials shall be used by  
12 the persons receiving them only for the purposes of preparing for, conducting,  
13 participating in the conduct of, and/or prosecuting and/or defending the Proceeding, and  
14 not for any business or other purpose whatsoever.

15           14. Any Party to the Proceeding (or other person subject to the terms of this  
16 Stipulation and Protective Order) may ask the Court, after appropriate notice to the other  
17 Parties to the Proceeding, to modify or grant relief from any provision of this Stipulation  
18 and Protective Order.

19           15. Entering into, agreeing to, and/or complying with the terms of this  
20 Stipulation and Protective Order shall not:

21           a. operate as an admission by any person that any particular Document,  
22 Testimony or Information marked "Confidential" or "Highly Confidential" contains or  
23 reflects trade secrets, proprietary, confidential or competitively sensitive business,  
24 commercial, financial or personal information; or

25           b. prejudice in any way the right of any Party (or any other person  
26 subject to the terms of this Stipulation and Protective Order):

27           i. to seek a determination by the Court of whether any particular  
28 Confidential Material or Highly Confidential Material should be subject to

1 protection under the terms of this Stipulation and Protective Order; or

2 ii. to seek relief from the Court on appropriate notice to all other  
3 Parties to the Proceeding from any provision(s) of this Stipulation and  
4 Protective Order, either generally or as to any particular Document,  
5 Material or Information.

6 16. Any Party to the Proceeding who has not executed this Stipulation and  
7 Protective Order as of the time it is presented to the Court for signature may thereafter  
8 become a Party to this Stipulation and Protective Order by its counsel's signing and  
9 dating a copy thereof and filing the same with the Court, and serving copies of such  
10 signed and dated copy upon the other Parties to this Stipulation and Protective Order.

11 17. Any Information that may be produced by a non-Party witness in discovery  
12 in the Proceeding pursuant to subpoena or otherwise may be designated by such non-  
13 Party as "Confidential" or "Highly Confidential" under the terms of this Stipulation and  
14 Protective Order, and any such designation by a non-Party shall have the same force  
15 and effect, and create the same duties and obligations, as if made by one of the  
16 undersigned Parties hereto. Any such designation shall also function as a consent by  
17 such producing Party to the authority of the Court in the Proceeding to resolve and  
18 conclusively determine any motion or other application made by any person or Party  
19 with respect to such designation, or any other matter otherwise arising under this  
20 Stipulation and Protective Order.

21 18. If any person subject to this Stipulation and Protective Order who has  
22 custody of any Confidential Materials or Highly Confidential Materials receives a  
23 subpoena or other process ("Subpoena") from any government or other person or entity  
24 demanding production of such materials, the recipient of the Subpoena shall promptly  
25 give notice of the same by electronic mail transmission, followed by either express mail  
26 or overnight delivery to counsel of record for the Designating Party, and shall furnish  
27 such counsel with a copy of the Subpoena. Upon receipt of this notice, the Designating  
28 Party may, in its sole discretion and at its own cost, move to quash or limit the Subpoena,

1 otherwise oppose production of the Confidential Materials or Highly Confidential  
2 Materials, and/or seek to obtain confidential treatment of such materials from the  
3 subpoenaing person or entity to the fullest extent available under law. The recipient of  
4 the Subpoena may not produce any Confidential Materials or Highly Confidential  
5 Materials pursuant to the Subpoena prior to the date specified for production on the  
6 Subpoena.

7 19. Nothing in this Stipulation and Protective Order shall be construed to  
8 preclude either Party from asserting in good faith that certain Confidential Materials or  
9 Highly Confidential Materials require additional protection. The Parties shall meet and  
10 confer to agree upon the terms of such additional protection.

11 20. If, after execution of this Stipulation and Protective Order, any  
12 Confidential Materials or Highly Confidential Materials submitted by a Designating  
13 Party under the terms of this Stipulation and Protective Order is Disclosed by a non-  
14 Designating Party to any person other than in the manner authorized by this Stipulation  
15 and Protective Order, the non-Designating Party responsible for the Disclosure shall  
16 bring all pertinent facts relating to the Disclosure of such Confidential Materials or  
17 Highly Confidential Materials to the immediate attention of the Designating Party.

18 21. This Stipulation and Protective Order is entered into without prejudice to  
19 the right of any Party to knowingly waive the applicability of this Stipulation and  
20 Protective Order to any Confidential Materials or Highly Confidential Materials  
21 designated by that Party. If the Designating Party uses Confidential Materials or Highly  
22 Confidential Materials in a non-Confidential manner, then the Designating Party shall  
23 advise that the designation no longer applies.

24 22. A Party that seeks to file under seal any Confidential or Highly  
25 Confidential Materials must comply with Civil Local Rule 79-5. Confidential or Highly  
26 Confidential Materials may only be filed under seal pursuant to a court order authorizing  
27 the sealing of the specific Confidential or Highly Confidential Materials at issue. If a  
28 Party's request to file Confidential or Highly Confidential Materials under seal is

1 denied by the court, then the receiving Party may file the information in the public  
2 record unless otherwise instructed by the court.

3       23. The Parties shall meet and confer regarding the procedures for use of  
4 Confidential Materials or Highly Confidential Materials at trial and shall move the  
5 Court for entry of an appropriate order.

6       24. Nothing in this Stipulation and Protective Order shall affect the  
7 admissibility into evidence of Confidential Materials, or abridge the rights of any person  
8 to seek judicial review or to pursue other appropriate judicial action with respect to any  
9 ruling made by the Court concerning the issue of the status of Protected Material.

10      25. This Stipulation and Protective Order shall continue to be binding after the  
11 conclusion of this Proceeding and all subsequent proceedings arising from this  
12 Proceeding, except that a Party may seek the written permission of the Designating  
13 Party or may move the Court for relief from the provisions of this Stipulation and  
14 Protective Order. To the extent permitted by law, the Court shall retain jurisdiction to  
15 enforce, modify, or reconsider this Stipulation and Protective Order, even after the  
16 Proceeding is terminated.

17      26. Upon written request made within thirty (30) days after the settlement or  
18 other termination of the Proceeding, the undersigned Parties shall have thirty (30) days  
19 to either (a) promptly return to counsel for each Designating Party all Confidential  
20 Materials and Highly Confidential Materials, and all copies thereof (except that counsel  
21 for each Party may maintain in its files, in continuing compliance with the terms of this  
22 Stipulation and Protective Order, all work product, and one copy of each pleading filed  
23 with the Court, (b) agree with counsel for the Designating Party upon appropriate  
24 methods and certification of destruction or other disposition of such materials, or (c) as  
25 to any Documents, Testimony, or other Information not addressed by sub-paragraphs  
26 (a) and (b), file a motion seeking a Court order regarding proper preservation of such  
27 Materials. To the extent permitted by law the Court shall retain continuing jurisdiction  
28 to review and rule upon the motion referred to in sub-paragraph (c) herein.

27. After this Stipulation and Protective Order has been signed by counsel for all Parties, it shall be presented to the Court for entry. Counsel agree to be bound by the terms set forth herein with regard to any Confidential Materials that have been produced before the Court signs this Stipulation and Protective Order.

28. After this Stipulation and Protective Order has been signed by counsel for all Parties, it shall be presented to the Court for entry. Counsel agrees to be bound by the terms set forth herein with regard to any Confidential Materials or Highly Confidential Materials that have been produced before the Court signs this Stipulation and Protective Order. In the event that the Court modifies this Stipulation and Protective Order, or in the event that the Court enters a different Protective Order, the Parties agree to be bound by this Stipulation and Protective Order until such time as the Court may enter such a different Order. It is the Parties' intent to be bound by the terms of this Stipulation and Protective Order pending its entry so as to allow for immediate production of Confidential Materials under the terms herein.

29. The Parties and all signatories to the Certification attached hereto as Exhibit A agree to be bound by this Stipulation and Protective Order, which is attached hereto and incorporated by reference, pending its approval and entry by the Court. In the event that the Court modifies this Stipulation and Protective Order, or in the event that the Court enters a different Protective Order, the Parties agree to be bound by this Stipulation and Protective Order until such time as the Court may enter such a different Order. It is the Parties' intent to be bound by the terms of this Stipulation and Protective Order pending its entry so as to allow for immediate production of Confidential Materials and Highly Confidential Materials under the terms herein.

This Stipulation and Protective Order may be executed in counterparts.

DATED: December 5, 2025

O'HAGAN MEYER, LLP

By: /s/ Katherine C. Den Bleyker  
**KATHERINE C. DEN BLEYKER**

1  
2 DATED: December 5, 2025  
3

**BLANK ROME LLP**

4 By: /s/ Howard Knee  
5 Howard Knee  
6 *Attorneys for Defendants GBC FOOD*  
*SERVICES, LLC, THEIN AUNG, and*  
*KATIE AUNG*

7  
8 DATED: December 5, 2025  
9

**HAINES LAW GROUP, APC**

10 By: /s/ Joel M. Gordon  
11 Paul K. Haines  
12 Sean M. Blakely  
13 Joel M. Gordon  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

*Attorney for Plaintiff Angela Diaz*

1  
**ORDER**

2           **GOOD CAUSE APPEARING**, the Court hereby approves this Stipulation and  
Protective  
3  
Order.  
4

5           **IT IS SO ORDERED.**

6           Dated: December 9, 2025

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

*Christina A. Snyder*

---

Hon. Christina A. Snyder  
United States District Judge

**EXHIBIT A**

## **CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

3 I hereby acknowledge that I, \_\_\_\_\_ [NAME],  
4 \_\_\_\_\_ [POSITION AND EMPLOYER], am about to receive Confidential  
5 Materials and/or Highly Confidential Materials supplied in connection with the  
6 Proceeding, *Angela Diaz v. Yummi Sushi, et al.*, 2:24-cv-10538-CAS-SK. I certify that  
7 I understand that the Confidential Materials and/or Highly Confidential Materials are  
8 provided to me subject to the terms and restrictions of the Stipulation and Protective  
9 Order filed in this Proceeding. I have been given a copy of the Stipulation and  
10 Protective Order; I have read it, and I agree to be bound by its terms.

11 I understand that the Confidential Materials and Highly Confidential Materials,  
12 as defined in the Stipulation and Protective Order, including any notes or other records  
13 that may be made regarding any such materials, shall not be Disclosed to anyone except  
14 as expressly permitted by the Stipulation and Protective Order. I will not copy or use,  
15 except solely for the purposes of this Proceeding, any Confidential Materials or Highly  
16 Confidential Materials obtained pursuant to this Stipulation and Protective Order,  
17 except as provided therein or otherwise ordered by the Court in the Proceeding.

18 I further understand that I am to retain all copies of all Confidential Materials  
19 and Highly Confidential Materials provided to me in the Proceeding in a secure  
20 manner, and that all copies of such materials are to remain in my personal custody until  
21 termination of my participation in this Proceeding, whereupon the copies of such  
22 materials will be returned to counsel who provided me with such materials.

23   ///  
24   ///  
25   ///  
26   ///  
27   ///  
28   ///

1 I declare under penalty of perjury, under the laws of the State of California, that  
2 the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_,  
3 2025, at \_\_\_\_\_.

4 BY: \_\_\_\_\_  
5 Signature

6 \_\_\_\_\_  
7 Title

8 \_\_\_\_\_  
9 Address

10 \_\_\_\_\_  
11 City, State, Zip

12 \_\_\_\_\_  
13 Telephone Number

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28